Bengaluru Metropolitan Transport Corporation
Central Office: Shanthinagar: Bangalore-560027

The terms and conditions of Tender in respect of allotment of ready to occupy 2BHK flat no:E-406 at Ebony of Prestige St. Johns Woods Apartment, Tavarekere Road, Koramangala on license basis for residential purpose only

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1. The period of license is for three (3) Years.
2. The Reserve price fixed is Rs. /- per month excluding maintenance charges and other applicable charges.
3. The Earnest Money Deposit is Rs. /-.
4. The tenderers/ bidders shall remit entire Tender processing fee and Earnest Money Deposit (EMD) for the tender through e-Procurement platform, Government of Karnataka using any of the following payment modes:
   - Credit Card.
   - Debit Card.
   - Notional Electronic Fund Transfer.
   - RTGS

5. The tenderers/ bidders shall upload all information, documents, rates and other details in e-Procurement website only (i.e., https://kppp.karnataka.gov.in). No documents shall be accepted in person manually and the bidders shall confirm themselves for up-loading of all the Documents.
6. The EMD of the successful bidder shall be adjusted towards the Security Deposit payable to BMTC. After which, the selected bidder has to pay the remaining portion of Security Deposit and fulfill all requirements within the stipulated time of 20 days given by BMTC to execute the agreement for license as per the norms, for granting of license.

Subsequently, BMTC shall handover the allotted space to the selected bidder for their operations.

7. In case, the successful bidder fails to fulfill the requirements as stated at (06) above, within the stipulated time, the entire EMD shall be forfeited and allotment shall be cancelled by duly black listing the concerned bidder for a period of 3 years.
8. If the successful bidder fails as above, the next bidder (i.e., H-2 in case of Tendered bid is above reserved price) has to be provided with an opportunity to take the allotment with enhancement on the bid submitted. For such provision, the next H-2 EMD shall be retained.
9. However, in addition to the clause no (07), the EMD shall also be forfeited on the following occasions, in case, the bidder:-
    a. withdraws the tender after the opening of tender during the period of tender validity i.e., from the date of notifying of the tender to the date of allotment of the tendered establishment (As per Rule 12 & 22 of KTPP Rules 2000).
    b. makes false representations with regard to eligibility criteria.
    c. fails to keep up to the commitments made in the bid.
    d. submits multiple proposals/ bids or if, common interests are found in two or more bidders, the bidders are likely to be disqualified and liable to be black listed by the Corporation, unless additional proposals/ bidders are withdrawn upon notice immediately.
    e. fails to furnish the required security deposit within the specified time limit.
    f. withdraws or amends its tender or derogates the tender in any aspect.
10. The approx area of each 2-BHK is 1300 sq ft including common utility area.

11. Each flat consists with wardrobes, showcase & kitchen cabinets with a covered car parking in the basement (one car) & lift facilities.
12. Payment of the monthly license fee for the next month shall be remitted in advance through DD by 30th of every month. Any delay shall lead to a penalty of 1.5% per month or part interest for the number of days delayed.
13. Maintenance charges for the next quarter shall be remitted in advance. Ex. Payment for the Q3-2022 maintenance is due by 30.09.2022
14. If license fee and Maintenance charges are not paid continuously for three consecutive months or nonpayment of arrears equivalent to three (3) months license fee, the licensor reserve the right to terminate the license by forfeiting the entire security deposit amount after adjusting dues if any.
15. The monthly maintenance charges are approximately around Rs.5/- per sq. ft. per month (i.e. Rs. 4,500/- in case of company guest house as against Rs.3.9 per sq.ft. per month in case of residential purpose or the actual amount charged by the authorities maintaining the premises viz M/s Prestige St John woods Owners' association). This will be payable by the licensee along with GST. Also requires to pay an amount of Rs.1000/-per month as a facilitation charges as per the actual claims from association.
16. The monthly license fee is subject to annual escalation by 5% over the previous year license fee for the second year up to the end of the period of license. However, the first escalation of license fee is fixed at 0.5% per month for every completed month upto Dec-31 subject to maximum of 5% w.e.f 1st Jan-2023 and further escalation will be on every January. The Licensee is liable to pay Additional security deposit over the difference in escalated license fee equivalent to eleven months license fee shall be remitted by the licensee every year
17. **Selection criteria**: The bidder quoting the highest offer above the reserve price (per month) will be allotted with flat on rental basis.

18. The Successful licensee shall remit the **Security Deposit equivalent to 11 (Eleven) times** the offered monthly amount before entering into the agreement. This Deposit does not carry any interest and returnable after successful completion of License period subject to the adjustment of arrears if any. The licensee shall remit additional security deposit every year for the escalated amount.

19. The Tender shall remain open for a period of 3 months. The Tenderer shall not withdraw or revise the Tender during this period. In case any tenderer reviews or withdrawn his tender during this period, the **amount paid by the bidder (EMD/SECURITY DEPOSIT)** shall be forfeited in addition to other remedies open to the Corporation in respect of the loss which may be caused due to such withdrawal or alteration.

20. Any individual or individuals signing the application forwarding the letter or other documents connected with this tender shall specifically mention that he is so signing in individual capacity as:

    a) A sole proprietor of the firm or his attorney.

    Or

    b) A registered active partner or its attorney.

21. In the case of the firms registered under the Indian Partnership Act and Companies registered under the Companies Act, the person signing the tender shall state the Authority under whom he is signing/acting on behalf of the Partnership Firm/Company and send the certified copy of the Partnership Deed and in case of the Memorandum of Association and Articles of Association issued by the Authorities authorizing him to act in that capacity and failure to annex the above document will entitled to the rejection of such tender. Such tenders shall be treated as invalid.

22. The bidder shall upload the address proof with photo ID and pan card in e-procurement website.

23. The Forfeiture of amount paid by the bidder as stated in condition (18) above shall be without prejudice to other remedies open to the Corporation in respect of the loss, if any, which may be caused to the Corporation by reason of such failure.

24. The successful tenderer shall at his own cost execute the agreement in the prescribed form on requisite valued stamp paper as per the Karnataka Stamp Act. A draft copy of the deed of license will be available for inspection at the office of the Chief Traffic Manager (Com), BMTC, Central Offices, Bangalore-27 during the office hours. It shall be clearly understood that no license will be granted unless the deed of agreement is executed by the tenderer in favor of Corporation. In case of failure on his/her part to execute the agreement by paying security deposit amount and start the establishment within the reasonable time, say about 20 days from the date of allotment letter, the corporation reserves its right to cancel the acceptance and to forfeit the EMD remitted to the corporation.

25. The time limit fixed for remitting the balance security deposit towards BMTC is 20 days from the date of communication of the acceptance of the bid. The communication of acceptance of the bid shall complete on posting the acceptance by Registered Post A/D to the address furnished in the bid documents. For the purpose of computing the said 20 days the registered letter shall be deemed to be served within seven days from the date of posting. Non receipt of the letter shall not be a ground to extend the time. In case of failure to pay the security deposit it shall be deemed that the bidder has withdrawn his bid and all consequences which is liable to as per clause above shall follow with regard to forfeiture of the EMD and liable to pay damages. The EMD will not carry any interest and would be returned to the unsuccessful bidders after completion of selection procedure.

26. BMTC takes no responsibility for the delay, loss or non-receipt of any submission due to technical problems in case of e-tender.

27. The flat shall be used for own residential purpose only.
28. The licensee cannot terminate the license prematurely within one year of license; in case of termination within one year of license, the security deposit will be forfeited. In case of pre-mature termination after one year of license, three months advance notice shall be given from licensee side.
29. Electricity and Water bills shall be borne by the licensee as per the notice of the supplying Authority and shall not allow any arrears to accrue. Every month proof of such payment shall be given along with payment of license fees.
30. At the time of termination of occupation, the licensee shall handover the flat premises in vacant and good condition. Any damage to the structure will be recovered from the security deposit.
31. While vacating the flat after expiry/ termination of the contract the licensee is liable to restore to its original condition.
32. The corporation is not responsible for any failure or interruption of service to the property or for any damage disruption or noise caused as a result of repair works being carried out in their part of building.
33. The staff of the corporation shall have access to the property at all reasonable time for inspection.
34. The licensee should use the property responsibly and with respect for other licensees and also shall ensure that no inconvenience is caused to other residents in any manner for e.g. use of musical instruments, radios, television sets amplifiers etc.
35. The property tax to the local authorities shall be borne by BMTC. All other Taxes and fees shall be borne by the Licensee.
36. The licensee should obtain and comply with the statutory permission and necessary approvals and shall abide by the Bylaws of the Association.
37. The licensee is strictly prohibited from illegal conducts and immoral activities in the premises. If anything reports about this, the license will be terminated without giving any

prior notice besides forfeiting the security deposit and the licensee will be evacuated from the premises. Besides, the licensee shall alone be liable for all criminal/legal consequences of such illegal immoral activities.

38. The licensee shall abide by the terms and conditions of Prestige St John’s woods apartments owners association.
39. The licensee is entitled to use club and other facilities available at Prestige St John Wood Apartments by satisfying the formalities on payment of requisite charges.
40. The licensee having pets must abide by the association rules for pets and local municipality regulations. Those having barking dogs shall ensure that peace and serenity of the complex is not affected.
41. The licensee should ensure that his/her/their children play only at designated places and during the hours prescribed by the association.
42. The licensee should ensure that the building and common areas are kept clean and tidy in all respects and that garbage or trash is thrown only in the disposal installations provided for such purposes by the Municipal Authorities.
43. The licensee should bear the cost of all repairs to the internal installations of his/her/their apartments, such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the apartment.
44. The licensee shall not make any structural or other modifications which may alter the façade of the building in any way, whatsoever.
45. The licensee shall not place or cause to be placed in the lobbies, vestibules, stairways and other areas both common and limited any furniture, packages, cycles or objects of any kind, except while in normal transit through them.
46. The licensee shall not use any portion of the common areas of the buildings without written permission.
47. The licensee shall make arrangement of backup power for the flat at his own cost.

48. The licensee shall not park his car or two wheeler except at the place allotted to him. Licensee having two-wheeler not allotted the parking space he shall park his vehicle inside the boundary of the Building following the rules made by the association from time to time in this regard. Visitors Vehicles shall be parked only at designated areas of the building. Only one car shall be parked in the allotted parking space. The Licensee shall contact security personnel of the building and obtain pass for parking by fulfilling required formalities.
49. The licensee shall not put up any hoarding, advertisement, notice or poster of any kind, in or on the building, except as authorized by the association.
50. The licensee shall not hang garments, rugs, etc from the windows, balconies, parapets or from any of the facades of the building.
51. The licensee shall not use any part of the premises for commercial purpose whatsoever and shall not use the common areas for any religious purpose.
52. The licensee is governed by the club rules for use of club facilities.
53. The licensee shall not install wiring for electrical, telephone or fax machines, television antennae, air conditioning units or machines on exterior of the building.
54. a). In case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any Terms & conditions of agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute amicably and whose decision shall be final and conclusive.

    b). If the dispute not resolved amicably the aggrieved parties are at liberty to approach the Commercial Court as per the provisions of the Commercial court Act, at jurisdiction Bengaluru only.

    The licensee should occupy himself and use the premises for his personal use. Subletting of premises is barred. In case of subletting the occupants will be evicted besides forfeiting the security deposit.

55. As per the rules of association you shall make the payment of Rs.1,500/- for each flat towards moving in/out charges on the occasion of entering into flat initially and on vacation of flat.

56. Sub-letting is prohibited.

57. BMTC reserves the right to reject any the bidders including those who are presently running the stalls/ commercial establishments in BMTC & found to have violated the agreement conditions.

The details of Place, Reserve price & EMD are as below:

Sl.no	Establishment	Flat No.	Area in Sq mtrs (approx)	Reserved price in Rs. Per month	EMD in Rs.
1.	Prestige St.John Woods Apartments Koramangala	E-406	122.26	45,551	1,36,653

Chief Traffic Manager (Com)

(Tender Inviting Authority)